



## STANDARD TERMS & CONDITIONS OF HIRE

### DEFINITIONS IN THIS AGREEMENT

- “Premises” means Thornham Village Hall, Sports Pavilion, playing field, car park, playground and any other associated facilities
- “Hirer” means the individual or organisation entering into this Agreement.
- “Trustees” means the trustees of Thornham Village Hall and Playing Field Ltd (TVH&PF Ltd)
- “Agreement” means the booking confirmation together with these Terms and Conditions.

These standard terms and conditions apply to all hiring of the Premises. If the Hirer is in any doubt as to the meaning of the following, The Booking Secretary should immediately be consulted.

### Age

The Hirer, must be over the age of 18 years of age, accepts responsibility for being in charge of the Premises at all times when the public are present and for ensuring that all conditions, under this Agreement, relating to management and supervision of the premises, are met.

### Supervision

The Hirer shall, during the period of the hiring, be responsible for supervision of the premises, the fabric and the contents. The Hirer shall be responsible for their care, safety from damage, however slight, or change of any sort, and the behaviour of all persons using the premises, whatever their capacity. The Hirer shall ensure proper supervision of car parking arrangements so as to avoid obstruction of the highway and hazardous situations.

### Use of Premises

The Hirer shall not use the Premises for any purpose other than that described in the Hiring Agreement. The Hirer shall not sub-hire or use the premises or allow the Premises to be used for any unlawful or unsuitable purpose or in any unlawful way. The Hirer shall not do anything or bring onto the Premises anything which may endanger the same or render invalid insurance policies in respect thereof.

### Insurance and Indemnity

#### Clause A

The Hirer shall be liable for:-

- The cost of repair of any damage (including accidental or malicious damage) done to any part of the Premises including the curtilage thereof or the contents of the Premises.
- All claims, losses, damages and costs made against or incurred by Thornham Village Hall and Playing Field Ltd (TVH&PF Ltd), its Trustees, their employees, volunteers, agents or invitees

in respect of damage or loss of property or injury to persons arising as a result of the use of the Premises (including the storage of equipment) by the Hirer.

- All claims, losses, damages and costs made against or incurred by TVH&PF Ltd, its Trustees, their employees, volunteers, agents and invitees as a result of any nuisance caused by third party as a result of the use of the Premises by the Hirer and subject to clause B below, the Hirer shall indemnify and keep indemnified accordingly TVH&PF Ltd, its Trustees, employees, volunteers, agents and invitees against such liabilities.
- Any loss damage or theft of any equipment or goods brought into Thornham Village Hall or left in Thornham Village Hall overnight. TVH&PF insurance does not cover such claims

### **Clause B**

- TVH&PF Ltd has insurance to insure the liabilities described in clause A above and may, at its sole discretion, in the case of non-commercial hirers, insure the liabilities described above. TVH&PF Ltd shall claim on its insurance for any liability of the Hirer hereunder but the Hirer shall fully indemnify and keep indemnified TVH&PF Ltd, its Trustees, employees, volunteers, agents and invitees against (a) any insurance excess incurred and (b) the difference between the amount of the liability and the monies received under the insurance policy.
- If the hirer of a non-commercial event engages the services of a person or persons who operate on a commercial basis, then the Hirer must ensure the provider has their own public liability cover as TVH&PF Ltd.'s insurance does not insure their liabilities, and if required by the Trustees produce written evidence of such insurance.
- In cases of commercial hire, where TVH&PF Ltd does not insure the liabilities described in clause A above, the Hirer shall take out adequate insurance to insure such liability and on demand shall produce the policy and current receipt or other evidence to the Booking Secretary. Failure to produce such policy and evidence of cover will render the hiring void.
- TVH&PF Ltd is insured against any claims arising out of its own negligence.

### **Betting, Gaming and Lotteries**

The Hirer shall ensure that no gaming takes place on the premises without the consent of the Trustees.

### **Music Copyright Licensing**

The Premises holds the relevant licences with the Performing Rights Society (PRS) for public performances of musical compositions and the Phonographic Performance Licence (PPL) for the public performances of recorded music. All Commercial Hirers who use recorded music, such as aerobics instructors, shall hold their own PPL licence.

### **Film Shows**

Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. The Hirer shall ensure that they have the appropriate copyright licences for film.

### **Childcare Act 2006**

The Hirer shall ensure that any activities involving children and/or vulnerable adults are conducted in accordance with current safeguarding legislation and guidance, including the Safeguarding Vulnerable Groups Act 2006.

The Hirer is responsible for ensuring that all persons engaged in regulated activity with children or vulnerable adults are appropriately vetted, including, where required, checks through the Disclosure and Barring Service.

The Hirer shall have appropriate safeguarding and/or child protection policies and procedures in place where applicable and shall provide confirmation of such policies to the Trustees on request.

The Hirer shall ensure adequate supervision and take all reasonable steps to ensure the safety and wellbeing of all participants.

### **Bouncy Castles**

For public safety reasons exterior Bouncy Castles are not permitted anywhere on the playing field. Interior Bouncy Castles are permitted if provided by a professional hire company and must be attended at all times.

### **Public Safety Compliance**

The Hirer shall comply with all conditions and regulations made in respect of the Premises by the Local Authority, the Licensing Authority, and the Trustees' Fire Risk Assessment or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided, or which is attended by children. The Hirer shall also comply with the Trustees' Health & Safety Policy which is available to Hirers on request from the Booking Secretary.

The Fire Service shall be called to any outbreak of fire, however slight, and details shall be given to the Booking Secretary.

The Hirer acknowledges that they received instruction in the following matters:

- The action to be taken in the event of a fire. This included calling the Fire Service and evacuating the Hall.
- The location and use of fire- fighting equipment.
- Escape routes and the need to keep them clear.
- Method of operation of escape door fastenings.
- Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.
- Location of First Aid boxes and defibrillator.

In advance of any activity whether regulated entertainment or not the Hirer shall check the following items

- That all fire exits are unlocked and panic bolts in good working order.
- That all escape routes are free of obstruction and can be safely used for instant free public exit.
- That any fire doors are not wedged open.
- That all exit signs are illuminated.
- That there are no obvious fire hazards on the Premises

## **Noise**

The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. The Hirer shall, if using sound amplification equipment, make use of any noise limitation device provided at the Premises and comply with any other licensing conditions for the Premises.

## **Licenses for the Sale or Consumption of Alcohol**

Whilst the Premises has the benefit of a Premises Licence permitting the sale of alcohol within the licensed area hirers must adhere to the mandatory conditions below. Hirers who wish to provide alcohol for sale or free of charge shall obtain permission from the Trustees. A form must be signed by the responsible person in charge of the alcohol to adhere to the following mandatory conditions.

### **MANDATORY CONDITIONS**

1. Every supply of alcohol under the premises licence must be made or authorised by the Trustees.
2. In relation to the sale of alcohol, the responsible person shall take all reasonable steps to ensure that staff do not carry out, arrange or participate in any irresponsible promotions in relation to the premises. An irresponsible promotion means an activity carried on for the purpose of encouraging the sale or supply of alcohol for consumption on the premises in a manner which carries a significant risk of leading or contributing to crime and disorder, prejudice to public safety, public nuisance, or harm to children.
3. The responsible person shall ensure that no alcohol is dispensed directly by one person into the mouth of another (other than where that other person is unable to drink without assistance by reason of a disability).
4. The responsible person shall ensure that free tap water is provided on request to customers where it is reasonably available.
5. The responsible person shall ensure that an age verification policy applies to the premises in relation to the sale or supply of alcohol. This policy must require individuals who appear to the responsible person to be under 25 years of age to produce on request, before being served alcohol, identification bearing their photograph, date of birth and a holographic mark.
6. The responsible person shall ensure that where any of the following alcoholic drinks is sold or supplied for consumption on the premises (other than alcoholic drinks sold or supplied having been made up in advance ready for sale or supply in a securely closed container) it is available to customers in the following measures-
  - (i) beer or cider: ½ pint;
  - (ii) gin, rum, vodka or whisky: 25 ml or 35 ml; and
  - (iii) still wine in a glass: 125 ml;And that customers are made aware of the availability of these measures.

## **Drunk & Disorderly Behaviour and Supply of Illegal Drugs**

The Hirer shall ensure that in order to avoid disturbing neighbours to the Premises and avoid violent or criminal behaviour, care is taken to avoid excessive consumption of alcohol. No illegal drugs may be brought onto the premises. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave the premises in accordance with the Licensing Act 2003.

## **Health & Hygiene**

The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. In particular dairy products, vegetables and meat on the Premises must

be refrigerated and stored in compliance with the Food Temperature Regulations. The Premises are provided with a refrigerator and thermometer. It is the Hirer's responsibility to ensure that the facilities provided are adequate for the purpose of hire.

### **Electrical Appliance Safety**

The Hirer shall ensure that any electrical appliances brought by them to the Premises and used there shall be safe, in good working order and used in a safe manner in accordance with the Electricity at Work Regulations 1989. All trailing leads and extensions should be covered in a safety trunking or covered with a safety mat. Trailing leads must not be taped to the floor.

### **Stored Equipment**

The Trustees accept no responsibility for any stored equipment or other property brought onto, or left at, the Premises and all liability for loss or damage is hereby excluded.

### **Smoking**

The Hirer shall, and shall ensure that the Hirer's invitees, comply with the prohibition of smoking in public places provisions of the Health Act 2006 and all subsequent regulations and amendments relating to smoke-free legislation made thereunder. Any person who breaches this provision shall be asked to leave the building. The Hirer shall ensure that anyone wishing to smoke does so outside and disposes of cigarette ends, matches etc. in the receptacles provided in a tidy and responsible manner, so as not to cause a fire.

### **Accidents and Dangerous Occurrences**

The Hirer must report all accidents involving injury to the public to the Booking Secretary **as soon as possible** and complete the relevant section in the Premises' accident book located in the Kitchen. Any failure of equipment belonging to the Premises or brought in by the Hirer must also be reported **as soon as possible**. Certain types of accident or injury may need to be reported in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR). The Booking Secretary will advise.

### **Explosives and Flammable Substances**

The Hirer shall ensure that:

- Highly flammable substances are not brought into, or used on any part of the Premises
- Smoke generating machines are not brought into or used on any part of the Premises
- No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the Booking Secretary. No decorations are to be put up near light fittings
- For the avoidance of doubt, the Trustees deem Chinese Lanterns to be Flammable Substances.
- No naked flames, imitation candles are permitted

### **Heating**

The Hirer shall ensure that no unauthorised heating appliances shall be used on the Premises. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

## **Animals**

The Hirer shall ensure that no animals (including birds) are brought onto the Premises, other than guide or assistance dogs. No animals whatsoever are to enter the kitchen at any time.

## **Sale of Goods**

The Hirer shall, if selling goods on the Premises, comply with the current Fair-trading Laws and any code of practice used in connection with such sales. In particular, the Hirer shall ensure that the total prices of all goods and services are prominently displayed, as shall be the organiser's name and address and that any discounts offered are based on Manufacturers' Recommended Retail Prices.

## **Payment of Hire Fees**

The Hirer shall pay the full agreed hire fee plus any damage deposit prior to the event.

Bookings with a total hire value under £100, or bookings scheduled to take place within six (6) weeks of the booking date, will be invoiced in full upon approval. Full payment is required in accordance with the invoice terms to secure the booking.

Bookings totalling over £100 will be invoiced in two stages: a deposit of 25% for the initial invoice then 6 weeks prior to the event an invoice for the remaining hire fee to be issued.

Adult parties, wedding receptions, and weekend bookings will be subject to a refundable damage deposit of £350. This deposit must be paid in advance of the event and will be returned following the hire period, subject to a satisfactory inspection of the premises and no damage, loss, or additional cleaning being required.

## **Cancellation**

A notice period of three full months prior to the event date is required to cancel a booking and be eligible to receive the deposit refund, any notifications received after the agreed time frame will not be eligible for a refund.

## **End of Hire**

The Hirer shall be responsible for leaving the Premises and surrounding area in a clean and tidy condition and free of all rubbish, locked and secured unless directed otherwise. All damage and breakages will be charged to the Hirer. Any contents including furniture and equipment (included that provided in the kitchen) temporarily removed from their usual positions should be properly replaced, otherwise the Trustees shall be at liberty to make an additional charge. All equipment, appliances and other items brought into the Premises shall be removed at the end of the hiring.

## **No Alterations**

No alterations or additions may be made to the Premises nor may any fixtures be installed or placards, decorations or other articles be attached in any way to any part of the Premises without the prior **written** approval of the Booking Secretary.

## **No Rights**

The Hiring Agreement constitutes permission only to use the Premises and confers no tenancy or other right of occupation to the Hirer.

## **Equal Opportunities**

The Hirer shall comply with the Trustees' policy on Equal Opportunities which is available on request from the Booking Secretary.

## Special Conditions

The Booking Secretary may, as a condition of hire, specify additional conditions. These (if any) will be notified to the Hirer in writing and agreed before the booking is confirmed.

The following clause is a Special Condition of Hire for all regular Hirers:

The Hirer shall, when requested to do so by the Booking Secretary, and subject to the sub clauses below, make way for other Hirers on an occasional basis

- The request to accommodate a special booking will be conveyed to the Hirer by the Booking Secretary. Such a request shall normally only be made if it is considered by the Booking Secretary to be in the wider interest of the community and/or Hall and after due consultation with the Chairman or other Trustees
- Notice of not less than 30 days shall be given for any such request
- The Booking Secretary shall endeavour to ensure that requests to give up bookings are not made on consecutive booking dates
- The Hirer shall not be required to give up a booking for more than 10% of the bookings (rounded up to the nearest whole number) in any calendar year
- The Booking Secretary shall take account of the effect of a Public Holiday on such requests
- Where the Hirer can identify commitments (e.g. booked speakers, published league fixtures, performance dates etc) it is accepted that these will be amongst the dates the Hirer will not be able to meet any "special" request to give up their booking
- The Parish Council is exempt from these arrangements due to the statutory need to publish their meeting dates with other agencies

Hire period includes setup and clearing away time.

### Hire Charges – January 1<sup>st</sup> 2026

RESOURCE	Charge per hour	Daily Rate From 8am – 6pm This applies to exhibitions who are using the hall all day/over night
Main Hall	£22.00	£200.00
Meeting Room	£10.00	£100.00
Weekend Package: Friday from 6 pm until Sunday 12 pm Whole use of Hall (Main Hall, Meeting Room Kitchen)		£832.00

### Hire Charges – January 1<sup>st</sup> 2027

RESOURCE	Charge per hour	Daily Rate From 8am – 6pm This applies to exhibitions who are using the hall all day/over night
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Main Hall	£23.00	£210.00
Meeting Room	£10.00	£100.00
<b>Weekend Package: Friday from 6 pm until Sunday 12 pm</b>		<b>£858.00</b>
<b>Whole use of Hall (Main Hall, Meeting Room Kitchen)</b>		

**For Charities and Local Groups (not for profit)** 25% discount will apply.

**If using the hall to set up overnight, then the discount will not apply.**

Please note Clause A above, if items are left in the Village Hall overnight are not insured under the TVHPF Ltd insurance.

Facilities included in the hire cost:

- Use of the kitchen for provision of beverages is included in hall hire, similarly use of the kitchenette is included with the meeting room hire.
- Weekend Rate events consist of a standard package including all facilities (hall, Kitchen, meeting room, kitchenette) and run from 6pm Friday through to mid-day Sunday.
- Hire of the hall includes tables, chairs, display boards, Wi-Fi, Crockery and glassware are available for approximately 90 people, Audio System Main Hall - Main Hall Projection screen (for DVD, laptop) - Audio system – Microphone, L shaped bar, Flip chart.
- Full instructions will be given to the hirer on securing the venue, however, in the event of an activation of the alarm or fire alarm, that is not a system error and is caused by the hirer, a charge of £35.00 will be deducted from the deposit to cover the engineer's call out fee.
- There is no extra charge for other facilities such as heating or lighting.
- The Trustees reserve the right to terminate the hire without refund if terms are breached, or in the event of unsafe or unlawful behaviour

### Permitted Entertainments

	Activity	Description	Times for which the activity is licensed
A.	Performance of a play	Mon-Sun	09.00 - 23.00
B.	Exhibition of films	Mon-Sun	09.00 - 23.00
C.	Indoor sporting event	Mon-Sun	09.00 - 23.00
D.	Boxing/ Wrestling entertainment	Mon-Sun	18.00 - 22.30
E.	Performance of live music	Sun-Thurs	09.00 - 23.00
		Fri-Sat	09.00 - 23.30
F.	Playing of recorded music	Sun-Thurs	09.00 - 23.00
		Fri-Sat	09.00 - 23.30
G.	Performance of dance	Sun-Thurs	09.00 - 23.00
		Fri-Sat	09.00 - 23.30
H.	Entertainment of a similar nature to those in E, F or G	Sun-Thurs	09.00 - 23.00
		Fri-Sat	09.00 - 23.30
	Late night refreshment	Mon-Sun	23.00 - 24.00

J. Supply of Alcohol		Sun-Thurs	12.00 - 23.00
		Fri - Sat	12.00 - 23.30

### Hall Capacity

The Hirer agrees not to exceed the maximum permitted number of people including the organisers/performers:

Main hall seated at tables 100 - Main hall seated in Rows 120 - main hall standing 199.

Meeting Room – 15

### Damages

Whether or not a security deposit has been paid, the ultimate responsibility for any damage to the Premises, fixtures or fittings rests with the Hirer who is also responsible for ensuring that all equipment is turned off at the conclusion of the event, including equipment used by caterers or bar staff, and accepts responsibility for the security of the Premises during, and at the conclusion of the event

### Complaints Procedure

TVH&PF Ltd always strive to work with their clients to ensure that every event runs as smoothly as possible but accepts that there could be occasions when conflict could arise. There is a clearly defined complaints procedure which is detailed on our website

### Force Majeure

The Trustees shall not be liable for failure to perform obligations due to events beyond their control (e.g. power failure, extreme weather, government restrictions).

### Data Protection

The Hirer shall comply with all applicable data protection legislation, including the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018, in relation to any personal data processed in connection with the hire.

The Trustees of TVH&PF Ltd maintain a data protection policy to ensure that personal data is collected, used, stored and protected in accordance with legal requirements.

### What information we collect

We collect and process personal data in connection with hall bookings and use of our website. Bookings (Lemon Bookings):

All booking-related information is collected and managed by Lemon Bookings, acting as our booking system provider. This may include your name, contact details, booking information, and payment details (such as credit or debit card information), along with any related account or authentication data.

Website and payments (TVH&PF Ltd):

TVH&PF collect personal information submitted through our website, such as contact details and enquiry information. Where payments are made directly to us, these are processed securely via SumUp, and may include payment card details and billing information.

TVH&PF Ltd only collect and use personal data where necessary for managing bookings, processing payments, and communicating with you.

### **How do we use this information?**

This information is collected purely to allow TVH&PF Ltd Trustees to provide hire services to you as set on in your hire agreement, take payment and to communicate with you and to respond to you when you contact us.

### **How is this information shared?**

We do not share information that personally identifies you (personally identifiable information is information such as a name or email address that can by itself be used to contact you or identify who you are) with advertising or any other partners unless and would only do so if you give us permission.

### **How can I manage or delete information about me?**

#### **Data retention**

We only retain personal data for as long as necessary to manage hall bookings, provide our services, and meet our legal obligations.

Booking data is primarily held by our booking provider, Lemon Bookings, and retained in accordance with their data retention policies. We retain limited information (such as contact details and payment records) where required for administration, accounting, and legal purposes.

In most cases, personal data relating to bookings will be retained for up to three years after the hire, unless a longer retention period is required by law (for example, for financial records).

You have the right to request deletion of your personal data. However, we may need to retain certain information where we are required to do so for legal, regulatory, or legitimate business purposes.

#### **Legal disclosures**

We may access, retain and disclose personal data where required to comply with applicable law, legal obligations, or lawful requests from public authorities (including courts, law enforcement agencies, and regulators).

We may also disclose personal data where necessary to establish, exercise or defend legal claims, or to prevent fraud, security risks, or harm to individuals.

### **What do I do if I have a complaint about your processing of my information?**

If you feel we have breached the Data Protection requirements you can make a complaint to the Information Commissioners Office (<https://ico.org.uk>) who can assist you and investigate your complaint.